

**Collective Bargaining Agreement**  
**between**  
**United Food and Commercial Workers Local # 8**  
**and**  
**State of Montana**  
**Board of Public Education**  
**Montana School for the Deaf and the Blind**

**July 1, 2013 through June 30, 2015**

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**LABOR AGREEMENT**  
**between**  
**UNITED FOOD AND COMMERCIAL WORKERS LOCAL #8**  
**and**  
**MONTANA STATE SCHOOL FOR THE DEAF AND THE BLIND**

**ARTICLE I – RECOGNITION**

The employer hereby recognizes the union, United Food and Commercial Workers Local Union Number 8 as the exclusive representation of certain employees for the purpose of collective bargaining as certified by the Board of Personnel Appeals in Unit Determination No. 4-2002 on November 2, 2001.

**ARTICLE II – SCOPE OF AGREEMENT**

**2.1 Agreement All Inclusive**

This agreement represents the full and complete agreement between the parties. This agreement shall not be modified during its term except by the mutual written consent of both parties. This agreement supersedes any prior agreements, practices, customs, or policies concerning any term or condition of employment.

**2.2 Savings Clause**

If any provision of this agreement, or any application thereof, is finally held contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed invalid but all other provisions/applications shall continue in full force and effect.

**2.3 Minimums**

The terms hereof are intended to cover only minimums in wages, hours, working conditions, and other employee benefits. The employer may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimums herein prescribed, without the consent of the union, provided, however, that for a period of ninety (90) days after the execution of this agreement, the employer agrees to refrain from reducing the hourly wages to above scale employees.

## **2.4 Funding**

The union recognizes that the employer's ability to fund the economic benefits contained in this agreement is depended upon such contingencies as passage of mill levies, legislative appropriations, and other revenues. Should there be a significant decrease in revenue which impairs the ability of the employer to fund the economic and other benefits contained in this agreement, the parties shall immediately reopen this agreement to negotiate the provisions herein that are effected by economic impact.

## **2.5 Effect of Laws, Rules, and Regulations**

The parties recognize the right, obligation, and duty of the Board of Education/designees to promulgate rules, regulations, directives, and orders.

# **ARTICLE III - DEFINITIONS**

## **3.1 Bargaining Unit**

The bargaining unit as certified by the Board of Personnel Appeals in Unit Determination No. 4-2002 on November 2, 2001 is as follows:

The appropriate unit for purposes of collective bargaining shall be limited to certain public employees as defined in Section 39-31-103 MCA (2000) employed by the employer as Cottage Life Attendants, Food Service Workers; Maintenance Workers; and Cooks excluding short term workers and temporary employees as defined in Section 2-18-101 MCA (2000), all managerial, supervisory and confidential employees, all those exempted by Section 39-31-103 MCA (2000) and all other employees.

## **3.2 Union**

The Union is United Food and Commercial Workers Local # 8 and its officers, agents, and representatives.

## **3.3 Employer**

The employer is the State of Montana, Board of Public Education, Montana School for the Deaf and Blind and its agents or representatives, hereinafter the school.

## **3.4 Employees**

Unless otherwise indicated, the term "employee", as used in this Agreement, shall mean employees who are members of the bargaining unit as defined above.

## **ARTICLE IV - RIGHTS OF THE PARTIES**

### **4.1 Information**

The Union and the Employer agree to furnish each other, upon request, and at reasonable cost, such public information that is appropriate and necessary to allow the Board and the Union to fulfill their respective obligations and duty to bargain as required by the Montana Collective Bargaining for Public Employees Act, Section 39-31-101 et seq. MCA (2002). The Employer shall furnish, no later than September 1<sup>st</sup> annually, will all names, addresses, phone numbers, rate of pay, classification and date of hire for all employees. The Employer will also inform the Union when employees terminate employment and when new employees are hired.

### **4.2 Rights of the Employer**

All management rights, powers, authority, and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested, exclusively in the employer. It is expressly recognized that except as expressly provided in this Agreement, the employer shall retain all rights and authority to operate and direct affairs of the school and its ancillary facilities in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the school and its ancillary facilities; to determine the methods, means, job classifications, organization and number of personnel by which such operations and services are to be conducted; to hire, retain, assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge, to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.

### **4.3 Rights of the Union**

The rights and privileges granted the union in this Agreement shall not be granted to any other organization during the term of this Agreement so long as the Union maintains its status as exclusive representative.

### **4.4 Payroll Inspection**

After scheduling an appointment with the business manager, the union shall have the right to examine time sheets or any other appropriate record of the employer pertaining to the computation of compensation of any employee whose pay is in dispute. Such inspection shall be conducted in the presence of the business manager/designee during business hours and at/near the place where the employer customarily maintains business records.

#### **4.5 Inspection by Business Agent**

Upon receiving approval from the superintendent/designee the employer agrees that the business agent of the union shall be given access to the members of the bargaining unit at their public work sites for the purpose of ascertaining whether the terms of this agreement are being observed. The representative of the union shall not enter private quarters or otherwise compromise the privacy of students nor interfere with or interrupt any work in progress.

#### **4.6 Posting**

The employer agrees to provide sufficient space on a bulletin board for the posting of official union notices; meetings, information, and contracts provided those postings comply with state/federal laws/regulations and have been approved by the superintendent/designee.

#### **4.7 Vacancies**

Vacancies will be posted on a bulletin board near the administrative offices and e-mailed to the union office.

#### **4.8 Probationary Period**

All employees new to the bargaining unit shall be probationary until they have served a at least a full school year or twelve (12) months in the bargaining unit and as such, may be disciplined/discharged without recourse to the Grievance Procedure. After successful completion of probation, employees will not be disciplined without cause.

### **ARTICLE V - PAYROLL DEDUCTIONS**

#### **5.1 Union Dues**

Upon written authorization from a member of the bargaining unit, the employer shall deduct from the pay of that employee the monthly amount of dues and initiation fees as certified by the secretary of the Union and shall deliver the dues and initiation fees to the treasurer of the Union. It is understood that the union has an annual window period during which employees may revoke their deduction authorization. In situations where net pay after taxes and other deductions is not enough to fund dues and initiation fees deductions, no deduction will be taken. In order for a deduction to be made for a given month, the authorization forms must be received by the employer's business manager no later than the fifth day of said month.

## **5.2 Representation Fee**

Effective July 1, 2008 and as may be permitted by Section 39-31-401 MCA, the employer will deduct a monthly representation and initiation fees from the pay of each newly hired member of the bargaining unit following that employee's fourth payroll. The Union shall determine the amount of the representation and initiation fees to be deducted and inform the employer accordingly. Any dispute as to the amount, propriety, or use of these representation and initiation fees shall be strictly between the employee and the Union. Changes in the representation fee rate shall be certified to the Employer in writing over the signature of the authorized officer of the Union at least two (2) payroll periods in advance of such change. The grievance procedure contained within this Agreement shall not be used to address any dispute regarding representation fee. In situations where net pay after taxes and other deductions is not enough to fund representation and initiation fees deductions, no deduction will be taken.

## **5.3 Hold Harmless**

The Union will indemnify, defend and hold the Employer harmless against any claims, demands, suits, or other forms of liability, including the cost of defense, that shall arise out of or as a result from any action taken by the Employer for the purpose of complying with this Article.

# **ARTICLE VI - HOURS/WORKING CONDITIONS**

## **6.1 Hours**

Except in the event of emergency or disaster resulting in the endangerment of life or property no employee shall work beyond those hours scheduled by the employer without specific authorization from his/her supervisor. Employees shall be guaranteed a minimum of 2 hours of work or 2 hours of pay in lieu thereof when reporting to work.

## **6.2 Safety Hazards**

Employees shall report all actual or potential safety hazards to their supervisors.

## **6.3 Overtime**

- A. As used in this Article, "Exempt" employee means an employee in a position designated as executive, administrative, or professional, which is not subject to the overtime pay of the Federal Fair Labor Standards Act and its regulations. "Non-exempt" employee means an employee subject to the overtime provisions of the Federal Fair Labor Standards Act and its regulations.

- B. Once each year "non-exempt" cottage life attendants, food service workers and cooks shall designate on a form developed by the business office whether they wish:
1. To be paid overtime at one and one-half ( $1\frac{1}{2}$ ) times their regular rate of pay for all authorized hours worked in excess of forty (40) in that employee's workweek; or
  2. Earn compensatory time at a rate of one and one-half ( $1\frac{1}{2}$ ) hours for each authorized hour worked in excess of forty (40) in that employee's workweek.
    - a. The employer and the employee shall arrange for the use of compensatory time by mutual agreement and in accordance with school policy.
    - b. Compensatory time earned and when used will be recorded in no less than one-half ( $1/2$ ) hour increments.
    - c. Compensatory time may be accumulated to a maximum of one hundred twenty (120) hours which represents not more than eighty (80) hours of actual overtime worked.
    - d. Unused compensatory time at the end of a school year will be carried over to the next year.
    - e. Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay, or the average regular rate received by such employee during the last three (3) years of employment, whichever is higher.
- C. "Non-exempt" maintenance workers will accrue non-exempt compensatory time in lieu of cash overtime compensation for all authorized hours worked in excess of forty (40) hours in that employees workweek.
1. Compensatory time for "non-exempt" employees will accrue at the rate of one and one-half ( $1\frac{1}{2}$ ) hours for each hour of overtime worked.
  2. "Non-exempt" compensatory time may not be accrued beyond one hundred twenty (120) hours, which represents not more than eighty (80) hours of actual overtime worked.
  3. A "non-exempt" employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.
  4. Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay, or the average regular rate received by such employee during the last three (3) years of employment, whichever is higher.



## **ARTICLE VII LABOR-MANAGEMENT COMMITTEE**

### **7.1 Form and Function**

A labor-management committee shall be formed which shall consist of no more than three bargaining unit representatives. Meetings shall be held at mutually acceptable times and places. This committee shall not take the place of the grievance procedure, but shall be used to discuss items, which are of a group rather than individual interest and cannot be easily solved or answered through established supervisory channels. The committee shall meet at least once a quarter with agenda items solicited and established in advance of the meeting. The Superintendent shall confer with the designated union official to establish meeting dates.

### **7.2 Limitations**

Disposition of matters covered in the labor-management meetings shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

## **ARTICLE VIII - LEAVES/ABSENCES**

### **8.1 Sick Leave**

Sick leave is available to eligible employees under qualifying conditions as established in 2-18-618 Montana Code Annotated and policy 3-0310 of the Montana Operations Manual (ARM 2.21.118). Full-time full-year employees earn sick leave credits at the rate of twelve days per year (0.046 hours for each hour worked). An employee must be employed for ninety (90) calendar days to be eligible for sick leave benefits. Abuse of sick leave is cause for dismissal.

### **8.2 Civic Leave**

Jury duty and witness leave is available to eligible employees under qualifying conditions as established in 2-18-619 Montana Code Annotated and policy 3-0322 of the Montana Operations Manual (ARM 2.21.501). Employees must inform the business office of the date and anticipated length of absence and provide a copy of the summons or subpoena as soon as possible after being summoned or subpoenaed.

### **8.3 Holidays**

A. A holiday is a scheduled day off with pay to observe the following:

1. New Years Day (January 1)
2. Martin Luther King Day (3<sup>rd</sup> Monday in January)
3. Presidents' Day (3<sup>rd</sup> Monday in February)
4. Memorial Day (Last Monday in May)

5. Independence Day (July 4)
6. Labor Day (1<sup>st</sup> Monday in September)
7. Columbus Day (2<sup>nd</sup> Monday in October)
8. Veterans' Day (November 11)
9. Thanksgiving Day (4<sup>th</sup> Thursday in November)
10. Christmas Day (December 25)
11. General Election Day (1<sup>st</sup> Tuesday following the 1<sup>st</sup> Monday in November in even numbered years).

- B. In order to be eligible for holiday pay an employee must work his/her last scheduled day prior to the holiday and the first scheduled day following the holiday.
- C. An employee designated to work on the day a holiday is observed shall be paid for all hours actually worked at the regular rate for every hour worked on the day the holiday is observed and shall be granted banked holiday paid time pursuant to MOM 3-0325 or § 2-18-603 MCA to be taken at a later date to be arranged with the appropriate supervisor.
- D. Banked Holiday Exceptions to State Policy:
1. "Banked holiday" hours accumulation will be reviewed at or near the end of June each year.
  2. Accumulated "banked holiday hours" exceeding 120 hours on June 30 will be deemed excess "banked holiday" hours;
  3. The employer will cash-out excess "banked holiday" hours beginning with the first full pay-period in July;
  4. Employees will be paid or "cashed out" for accumulated "banked holiday" hours not previously "cashed upon termination."

#### 8.4 Annual Leave

Annual/vacation leave is available to eligible employees under qualifying conditions as established in 2-18-611 Montana Code Annotated and policy 3-0305 of the Montana Operations Manual (ARM 2.21.209). An employee must be employed for six (6) months to be eligible for annual/vacation leave benefits. Employees accrue annual leave credits as follows:

<b><u>Number of Completed Years of Service</u></b>	<b><u>Accrued per Hour In Pay Status</u></b>
0 - 10 years	.058 x number of regular hours (maximum 120 hrs/15 days per year)
10 - 15 years	.064 x number of regular hours (maximum 144 hrs/18 days per year)
15 - 20 years	.081 x number of regular hours (maximum 168 hrs/21 days per year)
20 or more years	.092 x number of regular hours (maximum 192/24 days per year)

Eligible employees may accumulate a maximum of two times the total number of annual leave credits they are eligible to earn per year. The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and the employer, with regard to the best interests of the employer as well as the best interests of each employee. Where the interest of the employer requires the employee's attendance, the employer's interest overrides the employee's interest.

## **ARTICLE IX - COMPENSATION**

### **9.1 Classification and Pay Plan**

As provided in Title 2 Chapter 18 of the Montana Code Annotated, employees shall be compensated in accordance with the Classification and Pay Plan Rules as promulgated and administered the Department of Administration. Disputes or controversies arising from the operation and application of Classification and Pay Plan rules may be addressed only through the procedures established in Title 2 Chapter 18.

### **9.2 Pay Schedules**

The pay matrices attached, as Addendum A shall be the total salary compensation, minus longevity pay, for Fiscal Years 2014, and 2015. It is understood that these matrices do not reflect the contribution for health insurance provided for in each Fiscal Year for eligible bargaining unit employees, as defined by State law.

### **9.3 Insurance**

A. The State of Montana agrees to increase the employer's share of the individual health insurance contribution by 10% (\$73/month) effective January 1, 2014 and an additional 10% (\$81/month) effective January 1, 2015. The State further agrees that the employee's share of individual health insurance contributions shall not be increased during the life of this agreement.

B. School year employees may choose to have the employee share of the insurance premium for the summer months deducted from their paychecks over the pay periods between February (earlier if it can be arranged) and the end of the school term. School year employees choosing not to use payroll deductions to pay the employee share of summer months insurance premiums must submit payment prior to payroll dates.

### **9.4 Pension**

Eligible employees are required to participate in the applicable Montana Public Employee Retirement System as established in Chapter 2 Title 19 of the Montana Code Annotated.

## **ARTICLE X - REDUCTION IN WORK FORCE**

### **10.1 Lay-Off**

A reduction in force or a layoff, as used herein, shall mean any suspension from employment arising out of a reduction in the work force (other than normal break in the school calendar such as summer and holidays).

### **10.2 Seniority**

- A. Seniority shall be defined as the total length of continuous state service after the successful completion of probation; seniority shall accrue from the last date of hire.
- B. Seniority shall not be broken by approved leaves of absence or layoff of less than twelve (12) months.
- C. An employee shall lose seniority for any of the following reasons: termination for just cause, retirement, resignation, layoff in excess of twelve (12) months, failure to report to work after notice of recall or failure to report to work at the completion of an approved leave of absence

### **10.3 Release and Recall**

- A. In the event a reduction in force takes place, employees within each classification (maintenance workers, cottage life attendants, cooks and food service workers) will be retained giving consideration to the importance of the following qualities possessed by the work force: qualifications, skills, and length of continuous service with state.
- B. When recalling employees from layoff (other than normal breaks in the school calendar), employees on layoff shall be recalled in reverse order of their lay-off provided they are qualified and possess the skills and are capable to perform in the particular position available.
- C. Grievance rights for violation of recall shall exist for up to twenty-one (21) months from the last day of actual work, but in no event shall a grievance be filed beyond the time limits prescribed for the first level of the grievance procedure if the aggrieved party becomes aware of the occurrence of the grievance or, with reasonable diligence, should have become aware of the occurrence of the grievance.
- D. The employer shall give written notice of recall by certified letter, return receipt requested, to said employees last known address. The employee shall provide a written response to such notice of recall within five (5) days. It is the responsibility of the employee to notify the employer of any change of address.

## **ARTICLE XI – DISCIPLINE**

- 11.1 The employer shall not discipline or discharge any employee without just cause. Formal disciplinary actions that are more than 2 years old shall not be used for progressive disciplinary purposes if there have been no additional disciplinary measures within that 2 year period.

## **ARTICLE XII - GRIEVANCE/ARBITRATION PROCEDURE**

### **11.1 Definitions**

- A. A grievance shall mean a complaint by an employee that there has been a violation of one or more specific provisions of this Agreement. Disputes or controversies arising from the operation and application of Classification and Pay Plan rules may not be addressed through this grievance/arbitration procedure.
- B. As used in this article, the term "employee" shall mean: (1) one employee; or (2) a group of employees having the same grievance

### **11.2 Purpose**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to any grievance(s) which may arise.
- B. Nothing herein contained will be construed as limiting the right of any employee of the bargaining unit to discuss any matter informally with the appropriate member of the administration.

### **11.3. Procedure**

STEP 1: Within ten (10) working days or fifteen (15) calendar days, which ever is sooner after a grievance occurs or could likely have been discovered, the aggrieved employee(s) or the Union representative(s) shall discuss the grievance with the appropriate school supervisor. It shall be discussed verbally and if settled, no further action will be taken.

STEP 2: If such grievance cannot be settled, it may be submitted in writing as a formal grievance to the school superintendent within ten (10) working or fifteen (15) calendar days, which ever is sooner, of Step 1(See Addendum B – Grievance Form.) The school superintendent shall respond in writing within ten (10) working days or fifteen (15) calendar days, whichever is sooner. The superintendent may, at his/her discretion hold a hearing/meeting on the grievance.

- STEP 3:** If no settlement can be reached at Step 2, the grievance may be presented in writing to the Chairman of the Board of Public Education within ten (10) working days, or fifteen (15) calendar days, whichever is sooner, of Step 2. The Chairman, the Deaf and Blind Committee of the Board of Public Education or its/his/her designee/representative shall meet with Union representative(s) to discuss the grievance, or in the alternative, the Chairman of the Board shall respond in writing within thirty (30) calendar days.
- STEP 4:** Should the aggrieved employee or employees and the Union consider the decision of the Board to be unsatisfactory, the Union shall, within ten (10) calendar days of receipt of such decision, notify the Chief, Labor Relations Bureau and the Board of Public Education in writing, of its intention to have such grievance referred to arbitration.
- STEP 5:** Within fifteen (15) calendar days after such written notice of intention to arbitrate the Union shall submit a written request to the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators with a contemporaneous copy of that request supplied to the Chief of the State Office of Labor Relations.

The list of arbitrators may be requested from the Board of Personnel Appeals if mutual agreement exists. The decision of the arbitrator shall be final and binding on both parties.

#### **11.4 Rules**

- A. A grievance presented at Step 2 shall be dated and signed by the aggrieved employee presenting it.
- B. The time limits at any stage of the grievance procedure may be extended by mutual agreement of the parties at that step.
- C. A grievance presented in writing shall contain a complete statement of the facts on which the grievance is based, a citation of the specific contract language violated, and the remedy or correction requested.
- D. An employee shall have the right to be represented by Union counsel or representative as necessary at any step of this procedure and shall so notify the Employer.
- E. Those employees choosing to use alternative procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provisions of this contract may not pursue the same grievance under another procedure.

## 11.5 Arbitration

- A. Each party shall be entitled to strike two (2) names from the list in alternate order and the name so remaining shall be the arbitrator.
- B. Each party shall share equally the cost of the impartial arbitrator. In the event one of the parties wants a transcript from the proceedings of the arbitration, the party requesting the transcript shall pay all costs.
- C. No arbitrator has the power to add to, detract from, or modify the terms of this Agreement.

## ARTICLE XIII - DURATION

### 12.1 No Strike Provision

During the term of this Agreement, it is understood that the Union will not encourage cause, permit, or authorize its members to strike, honor picket lines, sit down, slowdown, or engage in any work stoppage or limitation upon normal employee work activities. Furthermore, it is understood that no Union officer or agent shall authorize, encourage, or assist in any such strike or work slowdowns/stoppage in any school activity or facility, nor will it participate in, counsel, or induce any such action.

### 12.2 Effective Dates

This agreement shall remain in effect until June 30, 2015 when it shall expire.

### 12.3 Date and Signatures

THIS AGREEMENT is signed this 18 day of December, 2013

#### FOR THE EMPLOYER

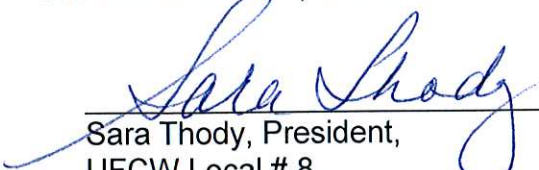
MONTANA SCHOOL FOR  
THE DEAF AND BLIND  
BOARD OF PUBLIC EDUCATION

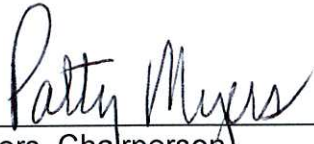
  
Steve Gettel, Superintendent  
Montana School for the Deaf & Blind

  
Peter Donovan, Executive Secretary  
Board of Public Education

#### FOR THE UNION

UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL  
UNION LOCAL # 8, AFL-CIO

  
Sara Thody, President,  
UFCW Local # 8



Patty Myers, Chairperson  
Board of Public Education



State Office of Labor Relations



## **ADDENDUM A – PAY SCHEDULE**

The parties developed a broadband pay plan for Montana Board of Public Education Montana State School for the Deaf and Blind employees for whom, United Food and Commercial Workers Local Union # 8 AFL-CIO is the exclusive representative and memorialized that accord as follows:

Section 1. Pay Ranges. Effective October 1, 2007 Pay ranges for bargaining unit employees shall be as stipulated below.

<b>JOB CODE</b>	<b>DESCRIPTION</b>	<b>MINIMUM</b>	<b>TARGET</b>	<b>MAXIMUM</b>
399113	Institutional Attendant (CLA)	9.664	12.077	14.493
499413	Maintenance Worker	9.916	12.394	14.873
352113	Cook	9.664	12.077	14.493
352212	Food Preparation Worker	8.051	10.065	12.077

Section 2. Statutory Pay Raises. Employees covered by this agreement shall receive all subsequent and applicable statutory/negotiated wage increases.

All employees covered by this collective bargaining agreement shall receive a 3% across-the-board pay increase effective in the pay period that includes July 1, 2013 and a 5% across-the-board pay increase effective in the pay period that includes November 15, 2014. Said increases shall be on the employee's base pay.

Further, in accordance with Section 2-18-303(a), these adjustments will not be provided to employees until the State receives written notice that the employee's collective bargaining unit has ratified the agreement. If that notice is received after the effective date of the pay adjustment, the adjustment will be paid retroactively.

Section 3. Longevity. All of the calculations are base rates and not inclusive of statutory longevity.

Section 4. Hiring Rates. Employees new to state government will typically be hired at the minimum for the occupation. In determining a new employee's hiring rate above minimum, the Superintendent, or designee, shall consider criteria such as: the employee's job-related qualifications and competencies; existing salary relationships within the occupation, band and work unit; affordability; and the competitive labor market.

## Section 5. Exceptions

A. Training Assignments -The Superintendent or designee may establish written training assignments to enable an employee to gain the additional experience and training required for the job for a period of time not to exceed two years. At the completion of the training assignment, the employee's pay will be set no less than the minimum rate of pay for the occupation.

Training assignment is meant to provide an opportunity for an applicant who does not meet the minimum qualifications to make-up the experience they are short. The length of the training assignment is dependent upon the amount of education or experience the employee is deficient, not to exceed two years. This differs from a training period which is meant to provide an otherwise fully qualified applicant the opportunity to learn specific duties of the job and has no pay implications.

B. Institutional Attendants (Cottage Life Attendants) will receive an additional \$0.80 per hour following completion of the one year probationary period and completion of the child care certification program.

C. Lead Workers – For positions designated as lead workers, the base rate may be increased \$1.80 per hour for as long as the lead worker duties are required to be performed.

D. The base rate for Maintenance Workers regularly assigned and expected to perform skilled electrical, plumbing and carpentry work without assistance may be increased \$1.80 per hour.

Section 6. Market Adjustments - No employee shall be barred from a regular market adjustment due to lack of a current performance appraisal.

Section 7. Future Broadband Pay Plan Options. The Broadband Pay Plan permits greater pay flexibility based on job content, competency, and market salary data, with less emphasis on position classification. In the future, the Montana Board of Public Education Montana State School for the Deaf and Blind may consider implementing the following pay options in accordance with the Montana Board of Public Education Montana State School for the Deaf and Blind Broadband Pay Plan Guidelines. It is understood future Pay Plan options will need to be negotiated.

A. Market-based pay: Pay awarded to employees based on comparisons to how other employers compensate employees in similar jobs. Market-based comparisons consider not only base pay, but also other types of compensation and benefits having a definable dollar value. The School may consider future market-based pay adjustments as resources permit.

B. Competency-based pay: Pay based on an assessment of an employee's job-related competence. The School may consider implementing competency-based pay when adequate competency models and competency assessment processes are developed.

C. Results-based pay: Pay awarded to employees or employee teams based on accomplishments. Results-based pay may be awarded for specific outcomes or outputs. In the future, the School may consider results-based pay adjustments on a case-by-case basis.

D. Strategic pay: Pay awarded to attract and retain key employees with competencies critical or vital to achievement of the School's mission or strategic goals. The School may consider strategic pay on a case-by-case basis. All strategic pay adjustments require prior approval of the Superintendent of Montana State School for the Deaf and Blind.

E. Situational pay: Pay based on circumstances that occur that is not encountered in either the majority of jobs in state government or jobs used to make market comparisons. It is intended to address difficulties in recruitment and retention. It may be considered when atypical requirements exist in a position, for example, unusual hours, extreme physical demands, or environmental hazards that are causing recruitment and retention problems. The School may consider situational-based pay on a case-by-case basis.

EXECUTED AND ENTERED into this 18 day of December, 2013

**FOR THE EMPLOYER:**

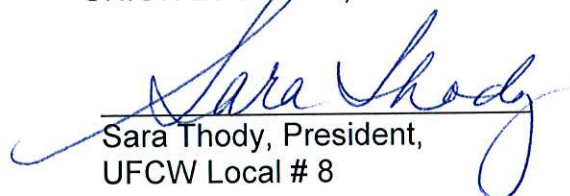
MONTANA SCHOOL FOR  
THE DEAF AND BLIND  
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Peter Donovan, Executive Secretary  
Board of Public Education

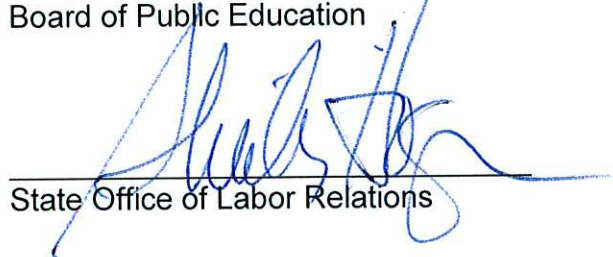
**FOR THE UNION:**

UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL  
UNION LOCAL # 8, AFL-CIO

  
\_\_\_\_\_  
Sara Thody, President,  
UFCW Local # 8



Patty Myers, Chairperson  
Board of Public Education



State Office of Labor Relations